

SERIAL 04226 RFP CLAIMS RESEARCH AND ADMINISTRATIVE RECOVERY SERVICES

DATE OF LAST REVISION: March 24, 2006 CONTRACT END DATE: April 30, 2007

CONTRACT PERIOD THROUGH ~~APRIL 30, 2006~~ APRIL 30, 2007

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **CLAIMS RESEARCH AND ADMINISTRATIVE RECOVERY SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 06, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Mike Schaiberger, Total Compensation
Diane Golat, Total Compensation
Mirheta Muslic, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 04226-RFP

This Contract is entered into this 20th day of April 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and NuView Health Partners Inc., a Nevada Corporation ("Contractor") for the purchase of Claims Research and Administrative Recovery Services.

1.0 TERM

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of May 2005 and ending the 30th day of April ~~2006~~ **2007**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Four (4) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A"
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, description of services, dollar identified and collected, unit percentages, and extended totals.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

NuView Health Partners Inc.
Attn: Park Miller, President
Corporate Village, Suite 1113
14362 North Frank Lloyd Wright Blvd.
Scottsdale, AZ. 85160

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. Services may be increased or decreased based on the County's needs and compensation will be re-negotiated with contractor and incorporated in the contract.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written order to Contractor requesting that work be performed.

The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services.

4.4 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.6 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.9 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.11 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.12 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.13 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

04226 EXHIBIT A

SERIAL 04226-RFP

PRICING SHEET: COMMODITY CODE S073911 NIGP 93810 B0602781

| | |
|------------------------|---|
| BIDDER NAME: | <u>NuView Health Partners Inc.</u> |
| VENDOR #: | <u>W000000166</u> |
| BIDDER ADDRESS: | <u>Corporate Village, Suite 1113</u> |
| | <u>14362 North Frank Lloyd Wright Blvd.</u> |
| | <u>Scottsdale, AZ. 85260</u> |
| CONTRACTOR PHONE #: | <u>480-477-7738</u> |
| CONTRACTOR FAX #: | <u>480-477-7739</u> |
| COMPANY WEB SITE: | <u>nuviewpartners.com</u> |
| COMPANY CONTACT (REP): | <u>PARK MILLER</u> |
| E-MAIL ADDRESS (REP): | <u>parkmiller@nuviewpartners.com</u> |

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES

PAYMENT TERMS:

NET 30

AFTER COLLECTIONS ARE RECEIVED

1.0 PRICING:

1.1

CONTINGENCY FEE FOR ALL CLAIMS
REVIEW, RESEARCH AND COLLECTION
ACTIVITIES:

20% OF RECOVERED
COLLECTED DOLLARS
(\$1,000,000)

15% OF RECOVERED
COLLECTED DOLLARS
(\$1,000,000 TO \$2,000,000)

10% OF RECOVERED
COLLECTED DOLLARS (ALL
ABOVE \$2,000,000)

1.2

CONTINGENCY FEE FOR ALL CLAIMS
REVIEW, RESEARCH AND IDENTIFICATION

12% OF IDENTIFIED DOLLARS

1.3

HOURLY RATE FOR SERVICES OUTSIDE
SCOPE OF WORK

\$95.00 PER HOUR

EXHIBIT B, 04226**CLAIMS RESEARCH AND ADMINISTRATIVE RECOVERY SERVICES****1.0 INTENT:**

The intent of this contract is provide for claims research and recovery services for four different lines of business:

1. HealthSelect - Employee Health Care Program
2. SeniorSelect – Medicare Advantage Program
3. AHCCCS Acute Care Program – Arizona Medicaid Program
4. AHCCCS Long Term Care Program – Arizona Medical Program

Eligibility Issues:

- Incomplete reconciliation of the Medicaid enrollment/eligibility resulted in claims paid for ineligible members.
- The Dual eligible [Medicaid/Medicare] enrollee configuration created claim-processing errors.

Provider/Vendor Contract Issues:

- Providers were not consistently paid according to contract terms and conditions.
- The complexity of the provider file structure allowed for claims to be paid inappropriately.

System/Configuration Issues:

- Lack of systematic identification of potential and definite duplicate claims resulted in significant duplicate payments.
- The coordination of benefit rules was not applied accurately based on the provider's negotiated network contract.
- Non-covered services were paid. Covered services were denied.
- The clinical edit application was not implemented.
- An attempt to correct configuration errors made during the initial implementation resulted in a massive batch reprocessing of claims. Significant numbers of claims (approximately 12 months worth of claims) were reprocessed after a system re-configuration effort was complete. Two of the most pronounced issues that were a result of the reprocessing of the claims include: incomplete application of the other insurance amounts and inability to distinguish adjusted claim lines within the same claim from other duplicate claims.

2.0 SCOPE OF WORK:**Analysis, reporting and recovery of claims**

Contractor will provide all tools, systems, labor and supplies to provide all research and recovery services as defined in this scope of services.

2.1 Requirements for recovery shall include:

Contractor will utilize and maintain a detailed audit/tracking system that will support all research and recovery efforts. The support data will be transitioned to MMCS upon completion of the project in an agreed upon format.

- 2.1.1 Reporting to MMCS on potential recoveries shall be made by contractor in an agreed upon format and media.
- 2.1.2 Recovery of monies for incorrectly paid claims will be coordinated between contractor and MMCS.
- 2.1.3 The contractor and MMCS will conduct weekly status meetings to confirm progress on project activities, resolve project issues and communicate key decisions.
- 2.1.4 The contractor will carefully manage the scope of the project and is ultimately responsible for the overall management of resolving issues that arise during the project.
- 2.1.5 The contractor's project manager will raise awareness of unresolved issues to MMCS management team during regularly scheduled meetings.
- 2.1.6 An appropriate issue resolution and escalation process will be developed between the Contractor and MMCS

- 2.1.7 Upon completion of the initial analysis, the Contractor will provide the documents listed below. MMCS and the Contractor will review, discuss and agree on each item and approach.
 - 2.1.8 Project Plan which will include timeframe and resource requirements for both MMCS and the Contractor
 - 2.1.9 Estimated recovery amounts by category
 - 2.1.10 Describe the strategy and methodology for each recovery category identified
 - 2.1.11 Reporting package that will track and audit recovery amounts by category
 - 2.1.12 Outline communication and recover techniques for each category identified
 - 2.1.13 MMCS may request expedited assistance in resolving critical issues
- 2.2 **Research should include the following issues:**
- 2.2.1 **Co-ordination of Benefits claims**
 - 2.2.1.1 Medicare and Medicaid both paid as Primary.
 - 2.2.1.2 Medicare eligible and no COB information
 - 2.2.2 **Incorrect claims payments due to application errors**
 - 2.2.2.1 Batch adjudication programs reprocessed paid claims resulting in incorrect payments. Incorrect fee schedules were applied, other insurance amounts and share of cost were incorrectly applied resulting in overpayments.
 - 2.2.3 **Incorrect benefit configuration**
 - 2.2.3.1 Denied claims must be analyzed against the actual Benefit Plans to determine the accuracy of the denials.
 - 2.2.4 **Duplicate claims payments**
 - 2.2.4.1 Duplicates identified by examiners were paid or denied incorrectly.
 - 2.2.4.2 The software automatically generated a Medicaid claim when the Medicare claim was received thus creating a duplicate claim. The software was unable to distinguish the Medicaid as not being a duplicate claim.
- 2.3 **MMCS shall provide to Contractor:**
- 2.3.1 Claims data by selected Contractor/payee to be extracted and provided in a format using CD's or a mutual media for loading data. Data elements will be extracted from the database using a mutually agreed upon format. A data format and data dictionary will be provided. Abnormalities exist in the MMCS claims data due to claims processing system configuration and system utilization issues. The recovery Contractor shall be made aware of uncovered issues. The Contractor must have the capability to analyze and report on all claims, including claims that exist as a result of these abnormalities
 - 2.3.2 Additional data elements or databases will be provided if available
 - 2.3.3 MMCS resources shall be available for assistance in the resolution of recoupment issues
 - 2.3.4 Data will be refreshed on request. The database remains active with new claims added and checks processed.
 - 2.3.5 Documentation defining the codes for Denied claims will be provided. Copies of Benefit Plans will also be provided. In addition, online access to the AS400 DataBase will be available. Any cost incurred for online access will be the Contractors expense.

2.4 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly or as requested a usage report delineating the activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.5 **TAX:**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.6 **DELIVERY:**

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor. Contractor shall not be held responsible for delivery based upon acts or activities not within the Contractor's control.

**NUVIEW HEALTH PARTNERS, CORPORATE VILLAGE SUITE 1113, 14362 N. FRANK LLOYD
WRIGHT, SCOTTSDALE AZ 8526**

PRICING SHEET S073911/B0602781/NIGP 93810

Terms: NET 30

Vendor Number: W000000166 X

Telephone Number: 480/477-7738

Fax Number: 480/477-7739

Contact Person: Park Miller

E-mail Address: parkmiller@nuviewpartners.com

Company Web Site: www.nuviewpartners.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2006 2007.**